

MEMORANDUM OF UNDERSTANDING
between the
BUREAU OF LAND MANAGEMENT
and the
UNITED STATES ARMY ALASKA
concerning the
MANAGEMENT OF CERTAIN PUBLIC LANDS
WITHDRAWN FOR MILITARY USE

I. PURPOSE

This Memorandum of Understanding, developed and entered into by the Bureau of Land Management's Alaska State Office (BLM) and the United States Army Alaska (USARAK) establishes cooperative efforts for the management of public lands withdrawn for military use in accordance with the Military Lands Withdrawal Act of 1986 (Public Law 99-606). It implements the Fort Greely Resource Management Plan and the Fort Wainwright Yukon Maneuver Area Resource Management Plan (the RMPs).

II. OBJECTIVE

The Military Lands Withdrawal Act of 1986 authorized the re-withdrawal of certain public lands in Alaska for continued military use as parts of Fort Greely and Fort Wainwright. The Act required the Secretary of the Interior to manage the lands pursuant to the Federal Land Policy and Management Act of 1976 and other applicable laws. Pursuant to the Act, BLM and USARAK developed plans for the management of natural resources on the withdrawn lands and enter into this Memorandum of Understanding (MOU) to implement those plans.

This MOU outlines the procedures with which USARAK and BLM will implement the plans. This management is to be consistent with applicable law, subject to such conditions and restrictions necessary to permit the military use of such lands, and provide for proper management and protection of the resources and values of such lands, including protection of wildlife and wildlife habitat, recreation, and fire prevention and suppression of fires.

Through this MOU, USARAK and BLM will fulfill the mandate of the Military Lands Withdrawal Act of 1986 to implement plans for the two withdrawals. This MOU clearly defines the roles and responsibilities of the two agencies to efficiently and effectively manage the nonmilitary uses and natural resources of these withdrawn lands.

III. AUTHORITY

- A. Military Lands Withdrawal Act of 1986 (P.L. 99-606)
- B. Federal Land Policy and Management Act of 1976 (P.L. 94-579), as amended
- C. National Environmental Policy Act of 1969 (P.L. 91-190), as amended (NEPA)
- D. Sikes Act (P.L. 86-797), as amended

IV. DEFINITION

Nonmilitary use: All human use of the land or natural resources of these withdrawn lands that is not connected in any way to the military mission.

Military use: Any use of the land or natural resources connected in some way to the present or future military mission.

V. RESPONSIBILITIES AND PROCEDURES

- A. Implementation of the Fort Greely Resource Management Plan and the Fort Wainwright Yukon Maneuver Area Resource Management Plan

USARAK and BLM agree to implement both RMPs. In furtherance of these plans, USARAK and BLM will, at a minimum, jointly develop and maintain the following activity plans as personnel and budgetary allocations permit. The activity plans will describe in greater detail than the RMPs the management steps to be undertaken to fulfill the decisions of the RMPs. All plans will be designed to meet applicable BLM and Army regulations and directives.

- 1. Habitat Management Plans (both forts)
- 2. Cultural Resources Management Plans (both forts)
- 3. Forest Management Plans (both forts)
- 4. Recreation Activity Management Plan (Fort Greely only)
- 5. Fire Management Plans (both forts)

- B. Nonmilitary Activities

1. All nonmilitary use of these withdrawn lands shall be subject to such conditions and restrictions as may be necessary to permit the continued and future military use of such lands. Any use authorized by BLM will have USARAK concurrence so that military use of the land is not hindered.

2. BLM or the proponent shall prepare environmental documentation for nonmilitary activities on these withdrawn lands following a preliminary consultation with USARAK. BLM shall coordinate all NEPA documents, formal consultations,

and permits with USARAK, providing opportunity to comment, during each stage of the authorization process. USARAK shall comment in writing. BLM will provide USARAK copies of all final NEPA and authorization documents.

3. BLM may issue use authorizations or resource sales only with the concurrence of USARAK. USARAK will grant or deny concurrence in writing. USARAK will respond to a request for project review and concurrence within 30 calendar days, except that extensions of time may be requested for cause. Generally, actions which can be approved locally will be returned within the allotted time; however, for any actions which require approval at higher headquarters (outside Alaska), an additional 30-60 days will be required. USARAK may attach stipulations designed to protect military present and future use of the land to any concurrence for nonmilitary use. Such stipulations, however, shall not be used as a de facto means of denying nonmilitary use. USARAK's concurrence may be withdrawn for cause.

C. Military Activities

1. USARAK or the proponent of military activities shall prepare environmental documentation for military activities on these withdrawn lands in accordance with 32 CFR 651. This environmental documentation should address impacts of the proposed military activities on the decisions and resources addressed in the RMP and the associated activity plans. USARAK shall coordinate all NEPA documents, formal consultations, and permits with BLM, providing opportunity to comment, as appropriate. BLM shall comment in writing. USARAK will provide BLM copies of all final NEPA and authorization documents.

2. USARAK shall promptly notify BLM in the event that these withdrawn lands will be used for defense-related purposes other than those specified in Section 1 of the Military Lands Withdrawal Act of 1986 (Sec. 3(f)). Such notification must indicate the additional uses involved, the proposed duration of such uses and any proposed restrictions to be imposed on otherwise permitted non-military uses of the withdrawn lands.

D. Access

1. The military's need for secure and safe training areas dictates that USARAK has responsibility for controlling access to these withdrawn land. In the exercise of these responsibilities and in conformance with decisions reached in the resource management plans, USARAK:

- a. will maintain signs at all major road and trail entrances to the withdrawn lands identifying the property and the requirements for entering,
- b. will maintain signs warning the public and prevent access into impact areas and other restricted areas,
- c. may allow specific nonmilitary uses and users into closed areas as appropriate,

- d. will close potentially dangerous lands in addition to those described in the RMPs, if any are created or discovered,
- e. may close a buffer zone around impact areas during times of use,
- f. may close any area of the withdrawals in accordance with Sec. 3(b), PL 99-606,
- g. may restrict vehicle use more than described in the resource management plans, if required to preclude conflicts with the military's mission, and
- h. will remediate the two Nike battery sites in the Yukon Maneuver Area as funding is made available to eliminate potential human health risks.

2. BLM, in coordination with USARAK, may impose greater restrictions on nonmilitary vehicle use than described in the RMPs as necessary to protect the environment.

3. BLM and USARAK, through mutual consent, may lift restrictions on vehicle use described in the RMPs.

4. All trespass constitutes an infringement upon the military mission and is subject to BLM and USARAK law enforcement activities. In cases in which the action of the trespasser, if otherwise undertaken pursuant to valid permit or other authorization, would require the payment of rentals, fees, or appraised value, USARAK will coordinate law enforcement activities with BLM. Recovery of damages or lost revenue shall be carried out by BLM, but shall in no way inhibit or delay USARAK's abatement activity.

E. Sharing Inventory, Monitoring, and Other Studies

USARAK and BLM will coordinate with each other prior to initiating inventory, monitoring, or similar studies of natural resources related to these withdrawn lands. These agencies will share data and reports resulting from such studies. Studies or projects initiated by agencies other than USARAK shall be approved by USARAK and BLM prior to conduct.

F. Fire Management

Fire management will be conducted in accordance with the RMPs and the Interagency Fire Management Plan.

G. Coordination

BLM and USARAK will meet at the staff level as needed regarding management of these lands and the terms of this MOU.

H. Cost Reimbursement

Cost reimbursement can only be initiated after all requirements are coordinated and documented with installation- or action-specific agreements. This MOU does not modify or supercede any existing agreements.

VI. ADMINISTRATION

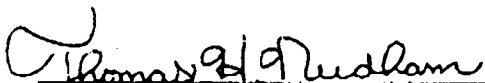
- A. Nothing in this MOU shall be construed as obligating USARAK or BLM to expend funds in excess of appropriations authorized by law.
- B. USARAK and BLM agree to the following measures to coordinate implementation and resolve disputes regarding this MOU and the RMPs:
 - 1. The primary USARAK point of contact will be the local Natural Resources Manager (currently located within the Directorate of Public Works, Environmental Resources Department). The Natural Resources Manager will coordinate actions through the appropriate military chain of command for approval or concurrence.
 - 2. The primary BLM point of contact will be the Steese/White Mountains District Resource Division Supervisor. The Resource Division Supervisor will coordinate actions through the appropriate BLM chain of command for approval or concurrence.
 - 3. The second level for project coordination and dispute resolution shall be:
 - a. USARAK--Director of Public Works, Fort Richardson, Alaska.
 - b. BLM--District Manager, Steese/White Mountains District.
 - 4. The above named points of contact may be changed by giving written notification.
 - 5. The third level of project coordination and dispute resolution shall be:
 - a. USARAK--USARAK Commander
 - b. BLM--Alaska State Director
 - 6. USARAK and BLM may enter into supplemental agreements where necessary to specify interrelationships in detail or for specific projects or activities. Any supplemental agreement will be in accordance with this MOU and the Military Lands Withdrawal Act of 1986.
- C. USARAK and BLM will review this MOU at least every 3 years to determine its adequacy, effectiveness, and need for updating.
- D. The terms of this MOU may be renegotiated at any time at the request of either signatory, following 30 days notice to the other party.
- E. Either party may propose changes to this MOU during its term. Such changes will be in the form of an amendment and will become effective upon signature by

both parties. Such amendments may be signed by the signatory or that person's successor or designee.

F. This MOU will expire November 6, 2001, unless cancelled, extended, or renewed.

G. This MOU will become effective upon signature by the BLM and USARAK.

APPROVED:



THOMAS H. NEEDHAM
Major General, U.S. Army
Commanding

26 MAY 94
Date



TOM ALLEN
State Director, Alaska State Office
Bureau of Land Management

6/26/95
Date